IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA

WRS, INC., d/b/a WRS MOTION PICTURE LABORATORIES, a corporation Plaintiff, v. PLAZA ENTERTAINMENT, INC., a corporation, ERIC PARKINSON, an individual, CHARLES von BERNUTH, an individual and JOHN HERKLOTZ, an individual Defendants	No. 2:00-CV-2041-AJS

SECOND AFFIDAVIT OF CHARLES VON BERNUTH IN SUPPORT OF REQUEST FOR RELIEF UNDER FED. R. CIV. P. 60

1. My name is Charles von Bernuth and my address is11875 Pradera Road, Santa Rosa Valley, CA 93012.

2. I am making this Affidavit based upon my own personal knowledge of the facts set forth herein to respond to the allegation of WRS that I did not act promptly following the discovery of the defaults entered against me in this matter to bring my Motion for relief before the Court.

3. I have researched my records and e-mails and hereby attest that I first received an e-mail from Eric Parkinson on May 28, 2007 concerning the defaults.

Mr. Parkinson had called me that same day to tell me about some sort of judgment having been entered against him and me in the WRS case.

4. My first reaction when I learned of such a development was to call Mr. Gibson to inquire of him what the circumstances were.

5. When I was able to reach him, Mr. Gibson downplayed the matter saying that the judgment was due to non-payment of accounting fees and that he would rectify it on appeal. He asked for money to pay for the proceedings on appeal and I sent him a check to proceed with the appeal on June 13, 2007.

6. I also called Mr. Parkinson and asked him if he was going to make payment to Mr. Gibson in connection with the appeal. Since he had no intent of doing so, I sent another check to Mr. Gibson on July 1, 2007, giving him a total of $2,500 to proceed with the appeal.

7. Separately, I was served with an Amended Cross-claim by Defendant John Herklotz in the matter which had been transferred to California on or about the end of June or beginning of July 2007.

8. I immediately contacted David Fisher, my attorney in Los Angeles, to represent me in that matter.

9. During his research into the WRS case over the next week, Attorney Fisher discovered that in fact Mr. Gibson had failed to defend me in the WRS case and that that is why the judgment had been entered against me.

10. Over the next approximately ten day period, Attorney Fisher repeatedly tried to contact Mr. Gibson but got no response.

11. On July 18, 2007, Attorney Fisher advised me that I would need to retain new counsel in Pennsylvania but said that he did not have any recommendation of an attorney in that jurisdiction.

12. I began to make inquiries and was recommended to an attorney in Philadelphia. I called there on July 23 and she told me that since the case was filed in Pittsburgh I should find a lawyer in that city.

13. She recommended two and I called and discussed the case with my present attorney James Walker and retained him at the end of July 2007.

14. I have been involved in the efforts of my counsel since his retention to put together the necessary papers to move for relief in this case and it was a significant task.

15. First, Attorney Walker had to arrange to interview Mr. Gibson about his actions in the case and ultimately to obtain from him the Affidavit that was filed in support of the Motion. That Affidavit was not obtained until August 16, 2007.

16. Next, Attorney Walker advised that some courts have required the demonstration of a meritorious defense in order for relief to be granted in the circumstances of this case.

17. Since my personal involvement with the business of Plaza Entertainment, Inc. substantially decreased following the entry of the Services Agreement, obtaining information about the merits of the claim necessarily involved the participation of Eric Parkinson.

18. Over the course of approximately 1½ months Attorney Mr. Walker contacted Eric Parkinson, obtained relevant documents from him and ultimately obtained the affidavit Mr. Parkinson has provided in support of my Rule 60 Motion.

19. I know that this process took a substantial amount of time because of difficulties in reaching Mr. Parkinson, difficulties because of conflicts with his own work requirements, some health issues Mr. Parkinson had, the need for him to obtain documents from storage and the substantial nature of the Affidavit he ultimately provided. The Affidavit was not executed until September 27, 2007.

20. Thereafter, Attorney Walker prepared the necessary briefs and other papers related to the Motion and the Motion was filed on October 16, 2007.

21. I believe that I acted reasonably and as promptly as prudently possible in putting this matter before the Court in a manner that met all the legal requirements of seeking such relief.

22. Finally, I can attest that when I signed the Services Agreement I did not even realize that the alleged personal guaranty language was in that document. My recollection was that WRS prepared this document and did not explain about any guaranty. The title of the document is "Services Agreement" not "Personal Guaranty".

23. I signed the Services Agreement in Los Angeles. At the time I signed, WRS had not executed the Services Agreement. No copy of the Services Agreement that had been executed by WRS was delivered to me thereafter and I have no knowledge of whether or to what extent the Services Agreement was ever accepted or implemented by WRS. Indeed, I first learned that WRS purported to have accepted the Services Agreement when I was served with the Complaint in this action. As previously stated, my involvement with Plaza, which was much less than Mr. Parkinson's throughout, decreased even further following the point when I signed the Services Agreement.

24. Pursuant to 28 U.S.C. § 1746, I hereby declare under penalty of perjury that the facts set forth in this Affidavit are true and correct based on my own personal knowledge thereof.

EXECUTED ON November 8, 2007

Charles von Bernuth